

Subject: "Reply to the queries with respect to **“Appointment of Concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment for the Collection and Transportation of 1750 TPD of Construction and Demolition (C&D) Waste at Kannur and Chikkajala Bengaluru”**”.

SL.NO.	REFERENCE VOL / PAGE NO. / CLAUSE	TEXT PROVIDE IN RFP/CA	QUERY IN DETAIL	REPLY	REMARKS
A. AGENCY - 1					
1	Clause 2.0, point 10 a & b of RFP	Payment by Bulk Generators as per approved rate of BSWML	Do we have approved rates. And can products be sold back to the generators and can clause be provided for the same.	A procedure shall be established that “all BWG shall send a request letter to BSWML indicating the approximate quantity to be generated from the either new construction, demolition or renovation indicating the tentative quantity. In turn BSWML through approved network system shall intimate to the concessionaire to collect the waste from such BWG. The rates for C&T and P&D shall remain same as approved rates under this contract. The payment based on the approved quantities shall be paid directly from BWG to concessionaire. If any difference in actual quantities to the final transported quantities, in such cases, such	



				difference in quantities, as per electronic weightment prints uploaded through the CCC shall be final.” The output processed quantities with respect to input quantities as per RFP document chapter 2 clause: 48.7 shall be referred to assess the quantification. Based on the above standard the quantities disposed shall be available for resale. The resale values of the processed products shall be considered as per SOR rate and included in Concessionaire agreement.	
2	Clause no. 2.0 point no. 16 of RFP	The Bidder has to dispose of the inerts at the suitable location and appropriate manner as per the methodology and rules of the receiving area and with approvals from competent authority	Is there any designated location if so please provide us the list	Suitable location for disposal of inert will be provided at the time of signing of agreement with successful bidder.	Shall notify the disposal sites to the successful concessionaire and rate per ton shall be same as per the subject contract for C&T.
3	Clause no. 2.0 point no. 22 of RFP	The successful bidder has to establish control room, workshop on the processing plant site itself	Please provide a separate space for this purpose	No separate space shall be provided.	



4	Clause no. 2.0 point no. 26 of RFP	The contractor should keep a track of the generation of construction and demolition waste within the BSWML limits and establish a database and update on a regular basis in-order to optimize its processing facility	This need coordination among various agencies	The concessionaire is responsible to establish the data based platform and link the same with control command centre of BSWML for smooth operations.	
5	Clause no. 2.0 point no. 34 of RFP	The additional required area for the stacking of raw materials and finished products, shall be made available to the plant to handle any generation of C&D waste in the proposed jurisdiction area assigned to the contractor. The processed materials obtained after processing the C&D waste must comply with IS standards & specifications	The document should include the statement mentioning about scalability and utilization of recycled products & aggregates from the processing of C&D waste and that the profit earned from the selling of C&D products shall be utilized by the bidder itself for operation & maintenance of the project	Already included in Article 19, Clause no. 19.3 (a) & (c) at page no. 118 of DCA.	
6	Clause no. 2.0 point no. 37 of RFP	Mobilisation Period: 01 months from the date of receipt of letter of acceptance or from the date of handing over of the site, whichever is better.	It should be minimum 12 months	The mobilization should start within 1 month from the date of issue of Work Order and service level benchmark for mobilization period is applicable as per article 2 of DCA at S.No. 37.2. Refer addendum issued for the correctness of mobilization period.	
7	38.2 wrongly mention 37.2 a. Transportation mechanism of RFP	The operational house of collection & Transportation is in two shifts	It should be flexible.	The document condition prevails. However, depending upon the traffic norms of city, the flexibility can be allowed to operate with the consent of traffic police rules.	



8	Clause no. 2.0 point no. 41 (7) of RFP	Schedule of Penalties Lump sum penalty for not starting the work after completion of mobilization period - Rs.20,000/- per day	A grace period should be provided or delays due to approvals from should not incur penalties, as multiple agencies will be involved in the effective implementation of the process. There may be initial hiccups, so some relaxation is needed until the project is fully operational	The document condition prevails.	
9	Clause no. 2.0 point no. 41 of RFP	Schedule of Penalties 1. If the total penalty amount reaches 10% of contract cost, BSWML may consider to terminate the contract & initiate further legal action which may including blacklisting. 2. Rate of penalty will be increased by 10% every year rounding off to the nearest rupee.	1. Instead of stating 10% of contract cost for project termination, a performance based penalty mechanism should be established. The mechanism should include default percentages for 1 st , 2 nd , 3 rd and subsequent months. The project should be terminated only after determining a final percentage of default that persist for three consecutive months. A similar approach is detailed in point no. 5 of table for Penalty for Non-Processing & Non Disposal of C&D Waste at page no. 23	The document condition prevails.	



			2. The penalty provisions should be linked to adjustments. Additionally, penalty should not be imposed on the contractor if a Govt body or agency fails to fulfil its obligations as mandated by applicable law		
10	Clause no. 2.1 point no. 43 of RFP	Contract period	Mobilisation period should be excluded	The document condition prevails.	
11	Clause no. 2.1 point no. 46.4 of RFP	This being a green initiative, may be entitled to Carbon Credits. The Contractor may be required to apply for availing the carbon credits, and can avail the same. If credits are generated, they will be shared in 70% (Concessionaire) to 30% (BSWML)	It should include provisions for both carbon and green credits	GOI Green credit policy is applicable.	
12	Clause no. 3.1 point no. 3.1.1 of DCA	Only those Applicants whose Technical Proposals get a score of [75 (seventy five) marks] or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).	Please amend the technical score threshold from 75 marks to 60 marks as specified in clause no. 3.1.7 at page no. 64. Specifically, only those Applicants whose Technical Proposals get a score of [60 marks] or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST). The	The document condition prevails. The overall Technical score shall be 75, and 60 is each section and subsections.	



			same is to be corrected for clause no. 3.2 at page no. 64		
13	Clause no. 4.1.3, point no. of DCA	Conditions Precedent for the Concessionaire- Ensure no fresh Waste is dumped at the unauthorized spots within defined jurisdiction of the concessionaire assigned to collect, transfer 3000 TPD C&D Waste;	Such condition should be taken care off by the Authority that no fresh waste is dumped at the unauthorized spots	The document condition prevails.	
14	Clause no. 9.1, 9.2, 9.3 of DCA	9.1 Performance Security - 9% of the Bid Project Cost during construction & mobilization period 9.2 ESHS Performance Security - 1% of the Bid Project Cost (O&M period) 9.3 Collection & Transportation Security - 4% of the Bid Project Cost (O&M Period)	Request to assign single combined performance security for the entire project	This clause is inline with NITI AAYOG contract conditions. Hence, no change.	
15	Clause no. 9.10 of DCA	Technology Performance Security - 5% of the aggregate Bid Project Cost (the "Technology Performance Security")	Request to assign single combined performance security for the entire project	This clause is inline with NITI AAYOG contract conditions. Hence, no change.	
16	Article 13 and Article 14 of DCA	Article 13 - The State Government and BSWML shall appoint a third-party engineering firm Article 14- The State Government and BSWML shall appoint project level Project Management Unit (the "PMU")	Both should be combined with PMU incorporating Project Engineer's scope of work (as mentioned in Article 13) to avoid duplications or discrepancies in project. This integration will facilitate easier monitoring for both the Authority and the Concessionaire	The Independent Engineer shall be appointed by BSWML to monitor the overall performance of the contract.	
17	Clause no. 16.6, point no. 16.6.2 of DCA	Utilities - Specifically, to procure water for the O&M of the Project Facilities, the Concessionaire may dig borewells at the Site(s) after obtaining all Applicable Permits (including any no-objection certificates from the	The Authority should promote the reuse of treated wastewater for the O&M of the project facilities instead	As the proposed project's sites are located in remote areas, then for the digging of borewell, if required by	



		Central Ground Water Authority or the relevant state authority)	of digging borewell at the site.	concessionaire, shall be as per the consent from concerned departments.	
18	Clause no. 16.7.2, point no. a (i), (iv) of DCA	Records and Reporting Requirements - records of the quantum and characteristics of the Solid Waste received at, and the processed disposables discharged from the Project Facilities; and	It should be C&D waste instead of solid waste	Refer the addendum.	
B. AGENCY - 2					
19	Clause 2.1, point 10 a & b of RFP	Payment by Bulk Generators as per approved rate of BSWML	a) What are the approved Rates, please clarify. b) It is also request to add a clause/condition that the Bulk waste generators must be responsible to take back the processed materials at the rates as per the prevailing Scheduled rates within 30 days from the date of supply the waste to processing plants to enable to clear the processed waste heaps from the processing centres c) Also, all government projects must insist to take the processed materials for their projects. To this effect a condition, need to be	Refer to reply for query number 01..	



			included in KPWD Contract data to enable us to supply the processed waste.		
20	Clause 2.1, point 11 of RFP	Provision of load cell in vehicle	Manufacturers do not provide load cell in vehicles	The document condition prevails.	
21	Clause no. 2.1 point no. 16 of RFP	The Bidder has to dispose of the inerts at the suitable location and appropriate manner as per the methodology and rules of the receiving area and with approvals from competent authority	It is requested to provide the designated location for the disposal of inerts/ rejects. In case, such designated site is located outside the project boundary, or in a future, it will be relocated, then the extra distance travelled shall also be reimbursed by the Authority as per the approved rate of BSWML rates.	Refer to reply for query number 02.	
22	Clause no. 2.0 point no. 22 of RFP	The successful bidder has to establish control room, workshop on the processing plant site itself	Please provide a separate space for this purpose	Refer to reply for query number 03.	
23	Clause no. 2.1 point no. 26 of RFP	The contractor should keep a track of the generation of construction and demolition waste within the BSWML limits and establish a database and update on a regular basis in-order to optimize its processing facility	This need coordination among various agencies	Refer to reply for query number 04.	
24	Clause no. 2.0 point no. 34 of RFP	The additional required area for the stacking of raw materials and finished products, shall be made available to the plant to handle any generation of C&D waste in the proposed jurisdiction area assigned to the contractor. The processed materials obtained after processing the C&D waste must comply with IS standards & specifications	The document should include the statement mentioning about scalability and utilization of recycled products & aggregates from the processing of C&D waste and that the profit earned from the selling of C&D	Refer to reply for query number 05.	



			products shall be utilized by the bidder itself for operation & maintenance of the project		
25	Clause no. 2.1 point no. 36 of RFP	Collection, transportation & disposal of MSW & Biomedical Waste	The Authority should specify the existing system prevalent for collection, transportation and disposal of MSW and biomedical waste in the project area for better transparency and monitoring in the entire system	Beyond the scope of project.	
26	Clause no. 2.1 point no. 37 of RFP	Mobilisation Period: 01 months from the date of receipt of letter of acceptance or from the date of handing over of the site, whichever is better.	It should be minimum 9 months	Refer to reply for query number 06.	
27	38.2 wrongly mention 37.2 a. Transportation mechanism of RFP	The operational house of collection & Transportation is in two shifts	It should be flexible. Some small vehicles should also be included	Refer to reply for query number 7.	
28	Clause no. 2.1 point no. 39 of RFP	Print media	Information to the public should be further publicized through information being displayed on the collection & transportation vehicles and further use of social media platforms	The print media is already available in clause number: 40 vide chapter 2 of RFP. Any improvement as per the bidders' proposal is acceptable.	
29	Clause no. 2.1 point no. 42 (7) of RFP	Schedule of Penalties Lump sum penalty for not starting the work after completion of mobilization period - Rs.20,000/- per day	There should be some grace period/ or it should not be levied if delay due to approvals	The document condition prevails.	



30	Clause no. 2.0 point no. 41 of RFP	Schedule of Penalties 1. If the total penalty amount reaches 10% of contract cost, BSWML may consider to terminate the contract & initiate further legal action which may including blacklisting. 2. Rate of penalty will be increased by 10% every year rounding off to the nearest rupee.	1. Instead of stating 10% of contract cost, there should be mechanism for identifying the final percentage for terminating the project. Such as, Authority should adopt the performance-based penalty mechanism starting from default in 1st, 2nd, 3rd and consecutive months while providing specific percentage of default to that particular month and terminate the project after arriving the final percentage of the default continuously for 3 consecutive months. The similar case is already specified in point no. 5 of table for Penalty for Non-Processing & Non Disposal of C&D Waste at page no. 23 2. It should be linked with increase with Rates	The document condition prevails.	
31	Clause no. 2.1 point no. 44 of RFP	Contract period	Should exclude mobilisation period	The document condition prevails.	



32	Clause no. 2.1 point no. 47.4 of RFP	This being a green initiative, may be entitled to Carbon Credits. The Contractor may be required to apply for availing the carbon credits, and can avail the same. If credits are generated, they will be shared in 70% (Concessionaire) to 30% (BSWML)	It should include both carbon and green credits	Refer to reply for query number 11.	
33	Clause no. 2.2.2 point no. A of RFP	Safety Expert: Post-Graduate in any discipline with minimum diploma in Industrial safety	Education Qualification of Safety Expert is missing	Same as per the qualification mentioned.	
34	Clause no. 3.1 point no. 3.1.1 of RFP	Only those Applicants whose Technical Proposals get a score of [75 (seventy five) marks] or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).	Request to change the technical score from 75 marks to 60 marks which has been mentioned again in clause no. 3.1.7 at page no. 64 i.e. Only those Applicants whose Technical Proposals get a score of [60 marks] or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST). The same is to be corrected for clause no. 3.2 at page no. 64	Refer to reply for query number 12.	
35	Clause no. 4.1.3, point no. of DCA	Conditions Precedent for the Concessionaire- Ensure no fresh Waste is dumped at the unauthorized spots within defined jurisdiction of the concessionaire assigned to collect, transfer 3000 TPD C&D Waste;	Such condition should be taken care off by the Authority that no fresh waste is dumped at the unauthorized spots	The document condition prevails.	
36	Clause no. 9.1, 9.2, 9.3 of DCA	9.1 Performance Security - 9% of the Bid Project Cost during construction & mobilization period	Request to assign single combined performance security for the entire project	The document condition prevails.	



		9.2 ESHS Performance Security - 1% of the Bid Project Cost (O&M period)			
		9.3 Collection, Transportation & Processing Security - 4% of the Bid Project Cost (O&M Period)			
37	Clause no. 9.10 of DCA	Technology Performance Security - 5% of the aggregate Bid Project Cost (the "Technology Performance Security")	Request to assign single combined performance security for the entire project	The document condition prevails.	
38	Clause no. 13.2 of DCA	Remuneration - All fees, costs, charges and expenses payable to the Project Engineer shall be borne by the Concessionaire at the rates mutually agreed by both the parties and in general the total fee for this purpose is 1.5% of the total project cost including the O&M cost.	This cost is required to be shared equally between the Authority and the Concessionaire in ratio of 50:50. The Authority shall then deduct the Concessionaire's part of the payment made to the Project Engineer from amounts due to the Concessionaire under this Agreement	The document condition prevails. The payment towards consultancy charges for independent engineer shall be collected from the concessionaire at 1.5% from each invoice and settle the payment to independent engineer by BSWML. If any saving on this account shall be return to concessionaire after the financial closure of the accounts.	
39	Article 13 and Article 14 of DCA	Article 13 - The State Government and BSWML shall appoint a third-party engineering firm Article 14- The State Government and BSWML shall appoint project level Project Management Unit (the "PMU")	Both should be combined and PMU shall include Project Engineer scope of work (as mentioned in Article 13) to avoid duplications or discrepancies in monitoring of the project as both the Articles will perform the same work. Further to facilitate easy monitoring for	The independent Engineer shall be appointed by BSWML	

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			both the Authority and the Concessionaire		
40	Clause no. 16.6, point no. 16.6.2 of DCA	Utilities - Specifically, to procure water for the O&M of the Project Facilities, the Concessionaire may dig borewells at the Site(s) after obtaining all Applicable Permits (including any no-objection certificates from the Central Ground Water Authority or the relevant state authority)	The Authority should promote the reuse of treated wastewater for the O&M of the project facilities instead of digging borewell at the site.	Same as query number 17	
41	Clause no. 16.7, point no. a & c of DCA	Online Monitoring and Meters a) The online monitoring devices should be capable of measuring and analyzing the quantum and characteristics of the Solid Waste at the Processing facility and decentralized units and of the quantum and quality of disposables discharged from the Sites The Concessionaire shall record and transmit all data collected from the online monitoring systems and the meter reading of the grade, volume and characteristics of the incoming Solid Waste and the processed disposables	It should be C&D waste instead of solid waste	Refer the addendum.	
42	Clause no. 16.7.2, point no. a (i), (iv) of DCA	Records and Reporting Requirements - records of the quantum and characteristics of the Solid Waste received at, and the processed disposables discharged from the Project Facilities; and	It should be C&D waste instead of solid waste	Refer the addendum.	
43	Clause no. 16.8 of DCA	Design Capacity Utilization	It should be C&D waste instead of solid waste	Refer the addendum.	
44	Clause no. 18.2 of DCA	Escrow Account – a) the Concessionaire shall open the Escrow Account with the Escrow Bank in accordance with the Escrow Agreement b) the Concessionaire shall deposit an amount equivalent to the first [12 (twelve) months royalty	a) the Authority shall open the Escrow Account with the Escrow Bank in accordance with the Escrow Agreement	The document condition prevail.	



		and 12 (twelve) months Revenue sharing amount that the Escrow Account is funded; and	b) The Authority shall deposit the minimum amount in the Escrow account so as to ensure that the Escrow Account is funded with the Minimum Escrow Balance		
45	Clause no. 9 of DCA	Such generators have to book their request, make payment & store C&D waste within their premises ready for lifting.	Directly to contractor/ Concessioner.	The document condition prevail.	
46	Clause no. 10 (C) of DCA	All payments should be linked to the online portal at least weekly basis	To be removed	The document condition prevail.	
47	Clause no. 16 of DCA	The Bidder will make all arrangements of waste, electricity, DRCC clearances consent to operate etc, and will obtain all other required mandatory permissions clearances at his own cost.	Approvals location to be allotted by BSWML, waste shall be arranged by BSWML	The document condition prevail. Please refer clause:. 6.1 vide article 6 of DCA - General Obligations of BSWML and Clause: 4.1.2 vide article 4 of DCA - Conditions Precedent for BSWML. In this, it is clearly mentioned that Authority shall provide all assistance to facilitate the approvals and all other required mandatory permissions clearances. The C&D waste should be collected by the bidder itself as per the agreement "DRCC" is wrongly typed and same is considered as deleted and refer addendum for the same.	



48	Clause no. 23 of DCA	Ensure that C&D waste being generated in its contract area is not being littered along the road side or disposed-off at existing MSW dumpsite(s)	It is not the responsibility of the contractor to monitor for road side disposal.	Refer the clause number 41 vide article 2 and adhere to the same.	
49	Clause no. 34 of RFP	and the contractor is borne to follow the same as per the instructions of the authority	However, such rate shall be economically viable for contractor	The document condition prevails.	
50	Clause no. 42 of DCA	Schedule of Penalties	As the penalty clause is very harsh, kindly remove the same	The document condition prevails.	
51	Clause no. 44 of DCA	The contract period shall be 15 years inclusion of mobilization period	30 years	The document condition prevails.	
52	Clause no. 45 of DCA	Joint venture/ Consortium/LLP is as per the KW-6 standard clause limiting to maximum 3 partners	Allow or permit individuals also to be part of JV	The document condition prevails.	
53	Clause no. 47.3 of DCA	The contractor shall solely responsible for taking various statutory and non- statutory clearances for the project from all concerned authorities	The Authority should support the Contractor for obtaining approvals	Already included in DCA. Please refer clause: 6.1 vide article 6 of DCA - General Obligations of BSWML	
54	Clause no. 2.1.1 (b) of RFP	The applicant should be either a company or a registered partnership firm or a limited liability partnership.	Any Individual can also be a part of JV	The document condition prevails.	
55	Clause no. 2.3.2 of RFP	Concessionaire shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients or that may place it in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of BSWML	Kindly provide the clarity on the assignment of conflict	The document condition prevails.	
56	Clause no. 2.15.1 (b) of RFP	Including all taxes and d) land requirement	GST to be paid extra and land to be provided by the Authority	Refer Addendum.	
57	Clause no. 2.15.2 (b) of RFP	Clarified that taxes shall be deemed to be included	However, GST to be paid extra	No change. Taxes are exclusive and the concessionaire is fully responsible for such taxes,	



				levies, cess or GST as applicable and mentioned in clause: 18.3 vide article 18 of DCA.	
58	Clause no. 2.16.5 of RFP	The rates quoted shall be firm throughout the period	Rates should be escalated year on year	Already included. Please refer clause no. 18.1.1 of DCA - Bid Project Cost which includes Yearly escalation of 5% is applicable on tipping fee during O&M phase. Refer Addendum.	
59	Clause no. 2.16.7 a) of RFP	There is no ceiling on the number of members of JV/ Consortium	It was mention in earlier clause as 3 members	The maximum ceiling for the JV/ Consortium/Consortium of LLP is limited to 3 partners vide RFP clause number 45.1	
60	Clause no. 2.20.1 of RFP	Bid Security Value	Kindly clarify bid security is 0.5% or 1 lakh	The document condition prevails. Kindly refer NIT.	
61	Clause no. 2.26.2 of RFP	The BSWML expect all the key personnel to be available implementation during of the agreement, the BSWML will not consider substation of key personnel except for reasons of incapacity or due to health	In case of key personnel discontinuation, the authority shall not deduct any amount from contractor and should not terminate contract/agreement.	The document condition prevails. However change in Key-personal required the prior approvals for BSWML	
62	Clause no. 2.27 of RFP	The applicant shall, subject to the provisions of the agreement, indemnify BSWML for an amount not exceeding 3 (three) times the value of the agreement for any direct loss.	Instead of 3 times, kindly make 3%	The document condition prevails.	
63	Clause no. 2.29.3 of RFP	The selected Bidder shall not be entitled to seek any deviation in the concession agreement except for the amendments to reflect facts or correct minor errors.	Concession agreement can be modified mutually between BSWML & concessionaire as per mutually agreed terms.	Accepted as per the clause of DCA	



64	Clause no. 3.1.5 (a) (i) of RFP	In each of the financial years [mention the 5 Financial years preceding the proposal due date] the applicant's net worth shall be at least INR [25% to 33% of the bid project cost of the bid project]	In any one year out of 5 financial year preceding the proposal due date, the applicant's net worth shall be at least INR [25% to 33% of the bid project cost of the bid project]	In any 2 financial years in last Five Financial years. Refer Addendum.	
65	Clause 3.3 (f) and 3.3 (g) of RFP	3.3 (f) and 3.3 (g)	Contradictory in point no.3.3 (f) and 3.3(g) regarding final score. Kindly clarify the same.	The document condition prevails.	

C. AGENCY - 3

66	Page 17 RFP - 2.1. Scope of Proposal	Contractor has to install Load Cells/ On-board weighing mechanisms on all the vehicles deployed for the project. Specific weight at every spot of claimed and unclaimed C & D Waste shall be recorded, and contractor shall make the needful arrangement.	On-board weighing system for tippers is at present not a proven technology application for tipper, although there are some private entities providing such services, on Vehicle manufacture as given their own version of the same. Hence it is requested that this should not be made a mandate to install a on board weighing system and a traditional weigh bridge at the processing facility or any private	The document condition prevails.	
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			weighbridge after due approval for BBMP to be considered for weighment purpose.		
67	Page 20 RFP - 2.1. Scope of Proposal	39.3 Minimum capacity of Hook Loaders/Tippers/Trucks shall be of 7500 kg GVW for primary collection and 28000 Kg GVW shall be for secondary transportation	Hook loader bins/truck are not the ideal transportation equipment for C&D Waste. Hence request to remove from the proposal.	The minimum required sizes are prescribed and bidders have liberty to deploy on need basis as per actual requirement within the contractual conditions.	
68	Page 21 RFP - 2.1. Scope of Proposal	42. Schedule of Penalties: 1. Penalty for Non-reporting of vehicle after 4 hours of breakdown of vehicle before starting of work & failure of bidder to make alternate arrangements. Rs.500/- per hour per vehicle starting after 4 hours of breakdown.	Delay of deployment can be due to other factors such as traffic and road closures, hourly penalties will hit hard on the operations and overall cost of project. Request to reconsider the same.	The document condition prevails.	
69	Page 21 RFP - 2.1. Scope of Proposal	42. Schedule of Penalties: 2. Penalty for breakdown after starting the work & Failure of bidder to make alternate arrangement within 3 hours for transferring the debris from the breakdown vehicle, the Corporation requires making necessary arrangement. Rs.500/-per hour per vehicle starting after 3 hours of breakdown.		The document condition prevails.	
70	Page 22 RFP - 2.1. Scope of Proposal	42. Schedule of Penalties: Rate of penalty will be increased by 10% every year rounding off to the nearest rupee.	Escalation on penalties is considered at 10%, where as the escalation of tipping	The document condition prevails.	

			fee is at 5%. Request to re-evaluation this condition.		
71	Page 62 - PIM	The RFP proposed to call for the capital investment of the Rs. 54.83Crores and O&M expenses for the period of 15 years on PPP model with 100% capital and O&M expenses shall be borne the Concessionaire on their own but by meeting the expenses by way of allowing to collecting the tipping fee from the source generators by establishing the mechanism for the collection, transfer and transport the 1750 TDP from the designated spots within 5KM from source generation spots to transfer spots and from the transfer point to the existing processing plant located at Chikkajala and Kannur within 25Km from the transfer points.	The calculation/break up of the assumed capital Investment of 54.83 crores is not mentioned in the PIM or RFP.	It is an indicative capital investment by bidder to establish mechanism and there is no grant is available for the project.	
72		1. Proposed to call the RFP to appoint the Concessionaire for a concessionaire period of 15 years on PPP model with 100% Concessionaire investment on capital cost of vehicles 7.5T GVW Hookloader of 43 vehicles, 28 TGVW Hook loader of 38 vehicles for 15 Years by the bidder	The no. of vehicles mentioned to be deployed is indicative or minimum requirement. The idle period for the vehicles will add additional cost to the project and in turn increase the rate quoted. C&D Waste in the specified areas can vary with time and the agency should be at the liberty to increase and decrease the vehicle as per the convenience.	Assessment of the quantity has to be arrived by bidders on their own mechanism and accordingly the rate towards tipping fee may be ascertained by bidders. BSWML will not give any guaranteed C&D waste on daily basis.	



73	Page 63 PIM - 6.7 Conclusions	3. The processing fee shall be paid by BSWML from ESCROW Account to the Concessionaire. The assessed processing fee is only for reference purpose.	Processing fee is wrongly mentioned, it should to be mentioned as tipping fees.	Accepted. It shall be read as tipping fee only.											
74	Page 66 PIM - Annexure III	TIPPING FEES TO BE PAID BY AUTHORIZED AGENCY FOR DISPOSAL OF WASTE AT DESIGNATED DISPOSAL SITES: <table><thead><tr><th>C&D WASTE VOLUME</th><th>ILLUSTRATIVE RATES (Rs/Container)</th></tr></thead><tbody><tr><td>Container(<3m3)</td><td>90</td></tr><tr><td>Container(6m3)</td><td>180</td></tr><tr><td>Container(9m3)</td><td>270</td></tr><tr><td>Container(>12m3)</td><td>360</td></tr></tbody></table>	C&D WASTE VOLUME	ILLUSTRATIVE RATES (Rs/Container)	Container(<3m3)	90	Container(6m3)	180	Container(9m3)	270	Container(>12m3)	360	With the given Figure of Rs 90 /3 cubic meter, the rate per ton is INR 18. Is this the amount which is to be paid to the existing two processing facilities? Also, if this is the case on which Concessionaire need to pay then, it should be fixed rate per ton basis not on container basis.	The average rate from the table is uniform rate per ton only. The bidders may consider the calculation of tipping fee on rate per ton basis only after conducting their thorough assessment.	
C&D WASTE VOLUME	ILLUSTRATIVE RATES (Rs/Container)														
Container(<3m3)	90														
Container(6m3)	180														
Container(9m3)	270														
Container(>12m3)	360														
75	Recitals Cl.2, of DCA Pg. 5	The BSWML represented and having its offices at NO. 30/1, 1st and 2nd Floor, UNI Buildings, Thimmaiah Road, Vasanth Nagar, Bengaluru –560 002 (herein after referred to as the “BSWML” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns);	As the word “ Authority ” is frequently used in DCA and it is not defined in the Definitions and the involvement of the BBMP as the State Government, it is requested to please define the word “ Authority ”.	The authority means Managing Director, BSWML or their authorized representative											
76	Article 2 DCA , Cl. 2.1.9	For generators of C&D waste equal or more than 1 MT & less than 20 MT i.e Medium Generators, Concessionaire shall provide door-to-door collection	BSWML is requested to confirm whether the payment to be made by	The payment towards C&T for other than BWG, shall be paid											



		facility. Such generators have to book their request, make payment & store C&D waste within their premises ready for lifting.	generators is directly to BSWML or to the concessionaire.	by BSWML through escrow account	
77	Article 2 DCA , Cl. 2.1.8 & 2.1.9	2.1.8 For less than 1 MT of C&D Waste generator i.e Small Generator , Contractor has to provide door to door service for collection and transportation for less than 1 MT C&D Waste after confirmation of payment receipt paid to BSWML. 2.1.9) For generators of C&D waste equal or more than 1 MT & less than 20 MT i.e Medium Generators , Concessionaire shall provide door-to-door collection facility. Such generators have to book their request, make payment & store C&D waste within their premises ready for lifting	BSWML is requested to confirm how the C&D waste will be measured at the source and who will be responsible for certifying the quantum of waste generated by the identified Small & Medium Generators . Will BSWML pay the Concessionaire for these services offered for small generators? Please clarify	The payment shall be released based on the weighment receipt of weighing machine excluding the BWG waste through the online mechanism.	
78	Article 4 DCA , Cl.4.1.3	The Conditions Precedent(CP) required to be satisfied by the Concessionaire within a period of [90 (ninety)] days from the Execution Date shall be deemed to have been fulfilled when the Concessionaire shall have	As the Cl 4.2.1 <i>Each Party shall make all reasonable endeavours at its respective cost and expense to procure the satisfaction in full of the Conditions Precedent relating to it within a period of [180 (One Hundred & Eighty)] days from the Execution Date, also as per Cl 4.1.2 the CP's</i>	The document condition prevails.	



			of BSWML is 180 days , In light of both clauses, BSWML is requested to align the CP's for the Concessionaire to also be 180 days .		
79	Article DCA	4.2		Request BSWML to add a clause in 4.2, stating that <i>"In the event that the Conditions Precedent need to be extended due to reasons beyond the control of either party, the parties shall mutually provide notice to each other and agree to extend the Conditions Precedent accordingly."</i>	The document condition prevails.
80	Article DCA	4.4	the Concessionaire shall pay Damages to BSWML of an amount calculated at the rate of [0.2% (zero point two per cent)] of the Performance Security for each day's delay until the fulfilment of the Conditions Precedent,.	We request BSWML to align the delay damages for the Concessionaire with those applicable to BSWML, as specified in Clause 4.3, which is 0.1% .	The document condition prevails.
81	Article DCA	4.5	The date on which Financial Close is achieved and all the Conditions Precedent specified in Article 4.1, are satisfied or waived, as the case may be, shall be the Compliance Date which shall be the date of the commencement of the Concession Period.	BSWML is requested to please give clarification on the commencement date as both are contrary to each other.	The date of commencement for start of works will start from the date of issue of work order. Date of commencement for O&M activities: 7 days from the



82	Article 5.1.7 (w) DCA	[intimate to the Project Engineer, BSWML, and the State Government, the date of commencement of the Secondary Collection and Transportation (the " Commencement Date ")		date of commercial operation date(COD)	
83	Article 6.1.1 (e) DCA	BSWML shall ensure that after obtaining the EC on name of BSWML , the land shall be transferred to Concessionaire before signing of the Agreement	Obtaining EC is the obligation of BSWML on the identified land for development of C&D Processing facility. The same is missing under BSWML applicable permits under Schedule 2 Cl.2.	Refer Addendum.	
84	Schedule 2 DCA	BSWML applicable permits		BSWML shall provide the assistance in a documents forwarding after receipt from concessionaire wherein, it is the responsibility of the concessionaire to obtain all approvals.	
85	Article 6.1.2 (e) DCA	provide the Sites on leave and license basis free from Encumbrance to the Concessionaire and ensure that no barriers are erected or placed on or about the Sites by any Government Instrumentality	We believe it is lease & license basis . BSWML is requested to please specify the Lease value of the Land to be handed over to the concessionaire for setting up of project facilities.	Refer Addendum.	

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86	Article 13 DCA	All fees, costs, charges and expenses payable to the Project Engineer shall be borne by the Concessionaire at the rates mutually agreed by both the parties and in general the total fee for this purpose is 1.5% of the total project cost including the O&M cost.	Request BSWML to bear 50% of fees, expenses of Project Engineer.	The document condition prevails. The payment towards consultancy charges for independent engineer shall be collected from the concessionaire at 1.5% from each invoice and settle the payment to independent engineer by BSWML. If any saving on this account shall be return to concessionaire after the financial closure of the accounts.	
87	Article 13.5 DCA	Except as specifically provided in this Agreement, the Project Engineer shall have no BSWML , whether express or implied, to amend, vary or curtail any of the rights or obligations of the Parties.	Request to kindly clarify the mentioned clause.	BSWML shall be read as authority.	
88	Article 18.1 DCA	The Concessionaire shall invest the capital investment from the financing source that agreed by the concessionaire as per the RFP conditions there shall not be any financial support in any manner by either by BSWML or State government under this Article 18.	Both the Clauses are contradictory to each other. Request BSWML to clarify on the Grant i.e. 210.54 Cr.	The query is irrelevant to this Bid Document.	
89	Article 18.1.1 DCA	Yearly escalation of 5% and WPI is applicable for Bid Project Cost during O&M phase.	Requested BSWML to please provide the formula for computation of escalation for WPI.	The fixed escalation at 5% year on year after successful completion of first year from the date of commercial operation date shall be considered and as such there will not to be any WPI/CPI. Refer Addendum.	
90	Article 18.1.3(f) DCA	The O&M Charges will be adjusted for the Price Index Multiple applicable on the Reference Index Date on an annual basis.			
91	Article 18.1.3(n) DCA	The C&D Payments shall be varied each year in the month of April (FY) in proportion to change in			



		Consumer Price Index , issued by Ministry of Statistics and Program Implementation, Government of India.	Also, please confirm whether it is CPI or WPI or Fixed Price escalation.		
92	Article 18.1.6 (h) DCA	The O&M Payments shall be paid by the State Government or BSWML to the Concessionaire on a [monthly] basis. For each of the Project Facilities, the Concessionaire shall submit an Invoice to BSWML for each [month/quarter] on or before the 7th (seventh) day of the [month], which should set out: (i) the Capex Annuity due to the Concessionaire in such [month], along with interest; (ii) the C&D Charges due to the Concessionaire in such [month];	BSWML is requested to please elaborate on the Capex Annuity Grant , as the sourcing of funds is completely done by concessionaire. We understand that Since it is 100 % capital Investment, hence request to delete the clause pertaining to Capex Annuity Grant.	Refer Addendum.	
93	Article 18.2 (b) (i) DCA	The Concessionaire shall deposit an amount equivalent to the first [12 (twelve) months royalty and 12 (twelve) months Revenue sharing amount that the Escrow Account is funded; and	We understand that this is a tipping fee model and hence there is no scope of royalty. The clause pertaining to Royalty needs to be deleted	Refer addendum.	
94	Article 18.2 DCA	Minimum Escrow Balance	Request BSWML to add a Clause “ <i>BSWML shall deposit minimum of 6 months O&M fee in advance</i> ”	The cess collected from the pollution generator as per the law shall be deposited in escrow account and same shall be available to pay the tipping fee to the concessionaire.	
95	Article 18.6 (b) DCA	The State Government or BSWML shall notify the Concessionaire at the time it exercises its right to	We request BSWML to delete this clause, as the Concessionaire may face	The document condition prevails.	

		set-off and shall provide the Concessionaire its reasons for exercising such right to set-off.	significant liabilities if payments are not made.		
96	Article 18.5.2 DCA	In the first instance of non-compliance (the "First Breach"), BSWML shall issue a notice to the Concessionaire on the first day of such non-compliance (the "First Breach Notice") requiring the Concessionaire to cure the First Breach within [20 (twenty)] days from the date of the First Breach Notice. If the First Breach is cured within [2 (two)] days of the First Breach Notice, then the Concessionaire shall not be liable to pay any Performance Liquidated Damages.	BSWML to please confirm whether it is twenty days or two days.	Both are in order, No change.	
97	Article 24.3.1 (f) DCA	BSWML Event of Default and State Government Event of Default	Requested BSWML to add a clause stating that " <i>If BSWML fails to allot encumbrance free land within the timelines</i> "	The document condition prevails.	
98	Article 25 DCA	Termination Compensation	i. The Clauses 25.1 & 25.2 are contradictory to clauses 24.4.5, BSWML to please confirm which shall prevail. ii. The Clauses 25.4 are contradictory to 21.6.	Clause 24.4.5 shall be prevailed, the clauses vide 25.1, 25.2 & 21.6 shall be replaced with the clause 25.4. Refer addendum.	

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99	Schedule 1 DCA	7. Excavate and segregate MSW into as many kinds and categories as possible. Maximize the separation of recyclables viz. glass, metal etc. from the Dumpsite(s). Maximize the separation of waste into useful components such as compost, soil conditioner, recyclables, raw RDF, filler material (Soil, C&D) and un-useful material from the Dumpsite(s).	Request BSWML to delete this clause as the concessionaire is subjected to handle only C&D Waste.	The document condition prevails.	
100	General		Request BSWML to add the clause stating that BSWML shall within the period mentioned in CA, pay the concessionaire the payments. In case of delayed payment, interest at the rate of SBI PLR + 2% shall be applicable.	The document condition prevails.	
101	Cl.41 Pg 16	41. Schedule of Penalties: Penalty for Collection & Transportation of C&D Waste	Please add there should not be any penalty for initial 6 months from signing of CA.	The document condition prevails.	
102	Cl.1 Pg	If the total penalty amount reaches 10% of contract cost, BSWML may consider to terminate the contract	Request the authority to delete this provision. Blacklisting of a contractor should not occur after the contractor has invested so much money in the project. Kindly consider termination only if the	The document condition prevails.	



			contractor reaches a 10% penalty for a continuous period of 3 months due to its event of default.		
103	Cl.2 Pg 17	Rate of penalty will be increased by 10% every year rounding off to the nearest rupee.	Not acceptable. In any contracts the penalties are fixed, it will not increase year by year. Hence please delete this provision.	The document condition prevails.	
104	Cl.46.4 Pg 19	This being a green initiative, may be entitled to Carbon Credits. The Contractor may be required to apply for availing the carbon credits, and can avail the same. If credits are generated, they will be shared in 70% (Concessionaire) to 30% (BSWML)	Request authority to allow Contractor to avail 100% carbon credits.	As per the GOI green initiative	
105	Cl.4.1.2 (i) Pg 26	[Provided assistance and facilitated in execution of Power Purchase Agreement between the Concessionaire and Karnataka Electricity Board;]	This is not relevant to this project. Please delete it.	Refer Addendum	
106	Cl.(L) Pg 28	Delivered to BSWML a legal opinion from the legal counsel of the Concessionaire with respect to BSWML of the Concessionaire to enter into this Agreement and the enforceability of the provisions thereof;	Conditions precedents start after signing the agreement. However, you are seeking legal opinion from the Contractor's legal counsels on entering into CA, which implies it's before the signing. Please verify this.	It is clearly indicated in the clause itself that, legal opinion is required while entering concessionaire agreement (CA). Hence it required for only successful bidders at the time of signing of the agreement. However bidders are free to take the legal opinion if they feel.	

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			Is it mandatory to provide a legal opinion? Please clarify		
107	Cl.(P) Pg 28	[Made an application to Karnataka Electricity Regulatory Commission (the "Power Regulator") for fixing power tariff for the waste processing plant to be paid by the Karnataka Electricity Board, as provided Power Purchase Agreement (PPA) signed between Concessionaire and Karnataka Electricity Board separately];	Not relevant to this project scope, please delete it.	Refer Addendum	
108	Cl. Pg 43	maintain the minimum Escrow Balance collect user fee as for source collection of C&D waste	Please modify this as "maintain minimum 3 months tipping fee amount in escrow account".	The document condition prevails.	
109	RFP Definitions Page 08	A consultant, acting as agent of the Employer, ...DPCC Clearance Consent	What is this DPCC Clearance Consent? Why is this required?	Refer Addendum	
110	RFP Clause#D Evaluation Process Page 44	The quoted rate for each individual package shall be ascertained independently and accordingly awarded the contracts of packages	What is the Package mentioned in this tender? We understand this Project of 1750 TPD is a whole and there is no package in this tender.... Please specify.	Refer Addendum	
111	RFP Clause 1.6 Page 13	The first ranked Applicant shall be selected for negotiation (the "Selected Bidder")	What is the negotiations mentioned in this contract, is this only related to Technology fixing or the	BSWML at its discretion shall decide the negotiations. Hence, No change.	



			Price quoted of the selected Bidder? Since this project is based on QCBS method, then what is the scope of Negotiations please clarify in detail.		
112	RFP Clause 2.1 (4) Page 15	Contractor should attend all the sites within 48 hours	Addressing all the complaints within 48 hours is not possible. Thus we request to change the clause with as on Priority Basis.	The document condition prevails.	
113	RFP Clause 2.1 (8) Page 16	For less than 1 MT of C&D Waste generator i.e. Small Generator, Contractor has to provide door to door service for collection and transportation for less than 1 MTC&DW as to after confirmation of payment receipt paid to BSWML.	Providing Door to Door service in narrow lanes with C&D vehicles is practically not possible. Request Authority to consider, the generator to deposit the C&D waste at some Local C&D Transfer points.	Suitable vehicles need to be deployed by the agency to remove the C&D waste within jurisdiction irrespective of the width and breadth of access roads.	
114	RFP Clause 2.1 (10) Page 16	The C&D waste supplied by bulk generators are required to take the processed materials to their upcoming projects at the rates applicable as per the local SR rates	Local SR rate is not applicable to this project as this is based on the tipping fee model.	Refer Addendum.	
11	RFP Clause 2.1 (12)	The contractor has to lift unclaimed waste and bulk generators can deliver C&D waste at the processing plant after specific approval from BSWML in cases	How can a contractor will lift 600 TPD if the generated C&D waste on	C&D waste generation is not uniformly generated every day from same place. It is dynamic in its quantities.	



	Page 17	when 600 TPD cannot be met through Debris On-call and unclaimed debris for respective slice	that particular day is less than 600 TPD.	Bidders are required to assess the same after detailed study to assess the same.	
116	RFP Clause 2.1 (16) Page 17	The bidder will make all arrangements for waste, electricity, DRCC Clearance consent to operate etc,	What is DRCC clearance?	Refer Addendum	
117	RFP Clause 2.1 (22) Page 18	The successful bidder has to establish control room, workshop on the processing plant site itself	Who will provide the space for Control room establishment?	No Separate space shall be provided.	
118	RFP Clause 2.1 (34) Page 19	The successful bidder shall collect, transport & dispose the waste generated as per the proposal, if it is less or more than indicated in contract then in such case the concessionaire shall be dealt to account the same as per the accepted rate per ton and the contractor is borne to follow the same as per the instructions of the authority.	What is the scope of Disposal in this project? Also, less and more than indicate in the contract is a wide scope with uncertainty on the waste quantum. Maximum of 10% of +/- on the estimated quantum (1750 TPD) is acceptable.	The disposal of inert shall be as per the dumping sites indicated by BSWML and the same shall be bought out in concessionaire agreement. The tipping fee is per ton bases for C&T.	
119	RFP Clause 2.1 (37) Page 19	Mobilization period: One month from the date of issue of work order or from the date of handing over of the site whichever is later.	Request Authority to Consider Mobilization period as : 3 months from the date of issue of work order or from the date of handing over of the site whichever is later.	Refer to reply for query number 06.	



120	RFP Clause 2.1 (43) Page 22	The Contractor shall propose an Internal Performance Monitoring mechanism for effectiveness in project implementation covering all areas of service delivery including efficient redressal of complaints and monitoring the performance of workforce etc.	What is requirement of Internal Performance Monitoring as we have already scope of Independent Engineer.	The document condition prevails.	
121	RFP Clause 2.14.2 (j) (43) Page 34	Key Personnel would be available for the entire Concession Period;	This is practically not possible to have same Key personnel through out the concession period as the Key Personnel will be assigned to the project for the Concession Period to the best of our ability, recognizing that their continued availability may be subject to their personal circumstances and preferences.	No change. However change in Key- personnel required the prior approvals for BSWML.	
122	RFP Clause 2.15.2 (b) Page 36	The Financial Proposal shall take into account all expenses and tax liabilities.	C&D waste does not come under the ambit of GST as of now, hence request authority to have provision of price to be quoted without any taxes only.	Taxes are as per the statutory required	
123	RFP Clause 2.30 Page 51	The Applicant shall commence the implementation of the Project at the Site(s) within [7 (seven)] days of the execution date of the Concession Agreement...	This is practically not possible as 130 days will be required.	The document condition prevails.	
124	RFP Clause 3.16	Technical Evaluation	The experience you have sought in this project is	The document condition prevails.	



	Page 55	Relevant Experience of Bidder	very high... as not much bidder will qualify and hence request you to lower the experience requirements to have more competitive bidding.		
125	General		The DCA clause provisions are mostly inclined towards Solid Waste management Contracts. Requesting Authority to remove such clause and provide us a fresh RFP and DCA before Bid Submission due date as this will be part of Tender Document	All clauses are inline with NITI AAYOG contract conditions. Hence, no change.	
126	General	2nd Pre Bid Queries	The time given for queries submission is less than a week, generally 15 days – 20 days is provided for such a large voluminous document. Also, these requires extensive site survey with respect to quantum estimation and Land clarity. Thus request you for 2 nd pre Bid meeting with minimum 10 days	The required amendments posted through addendum and as such these addendums are pertaining to typographical errors/non-relevant clauses. As such there is no financial assessment is affected with these amendments to the document. Hence, all bidders are given equal opportunity to read, review the documents along with amendments	



			from the reply of our Prebid Queries.	posted in the portal. Hence, no 2nd pre bid meeting is proposed. Refer Corrigendum.	
D. AGENCY - 4					
127	Page 14, RFP, Clause 1.8	Pre-Proposal Conference	The pre-proposal conference has been kept just 4 days after uploading of the tender documents. Sufficient time has not been provided to examine the humongous documents. It is suggested that prospective bidders be allowed upto 29.7.2024 to submit pre-bid queries.	Refer to reply for query number 126.	
128	Page 18, clause 2.0 (9)	Medium Generators : Concessionaire shall provide door-to-door collection facility. Generators have to book a request and make payment.	To whom would the generators make the payment: BSWML or the contractor. The bid document does not provide procedure for booking and the rates at which the generators have to make payments.	Refer to reply to query number 76.	
129	Page 18 clause 2.0 (11)	Contractor has to install Load Cells / on Board weighing mechanism on all vehicles	Kindly provide details of mechanism by which on site weighment can be made through on-Board weighment systems.	Refer to reply to query number 66.	

130	Page 19 clause 2.0 (13)	The contractor has to market and promote its services for lifting of claimed C&D waste	The area of operations under different contracts be demarcated by BSWML and issue notifications making it compulsory for the generators to avail the services of the contractors.	The document condition prevails. Refer to clause number 4.5 of PIM document for awareness program clarification.	
131	Page 21 Clause 2.0 (37)	Mobilization period	Mobilization period of 1 month for such a huge project is too short as any contract would need time for financial closure and procurement of assets. Mobilization period should be at least 6 to 9 months.	Refer to reply to query no. 6	
132	Page 37	Commercial Operations Date	Please define the commercial operations date	Refer article 33 (S. No. 26)	
133	Page 23-24	Penalties	The proposed penalties are stiff . They should be rationalised and penalties should have a maximum cut-off of 5 % of monthly billing.	The document condition prevails.	
134	Page 25 Clause 43	Contract period	Contract period of 15 years is too short for a project of this size and for the contractor to recover the investment made. It should be atleast 20 years	The document condition prevails.	

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			as is done by othe cities like Mumbai and Delhi.		
135	Page 25 Clause 43.1 and 43.2	Mobilization period	This clause seems to be in contradiction with clause 37 on page 21. Kindly clarify. Further, the DCA mentions mobilization period as 3 months in Article 2 clause 37.	Refer to reply to query number 06.	
136	Page 29 Clause 2.1.1 (a)	The term applicant means a single entity or a group of entities (Joint Venture / Consortium)	There are numerous instances of disputes amongst the consortium/ JV members which adversely effects the project. Waste management being an essential service, it is suggested that JV/Consortium should not be allowed. Further, Experience of an associate has been allowed by the Associate has not been defines. The percentage shareholding applicant must have in the Associate should also be elaborated, Would an applicant be allowed to participate if its	No change. Refer to clause 2.3.3 vide article 2 of RFP for further clarification.	



			associate is terminated/ backlisted/ debarred due to poor performance or its parent/ subsidiary concern has become bankrupt/ insolvent.		
137	Page 30 Clause 2.1.4 Key personnel	The Applicant shall offer and make available all key personnel meeting the requirements and for discharging the responsibilities specified below (the "Key Personnel").	The educational qualifications, experience and responsibilities desired of Key Personnel are acceptable. But, there is no candidates and providing their CV's with the bid. Similar key personnel are employed by us at our other projects. The details of the actual persons to be deployed for this project, confirming to the RfP condition's of qualifications and experience, should be asked for only after award of work.	No change. However change in Key- personnel required the prior approvals for BSWML.	
138	Page 46 Clause 2.16.1.o	The hard copy of the Bid Security, Power of Attorney, Joint Bidding Agreement, Subcontractor Undertaking (if applicable), etc. will be submitted through KPP portal only duly signed on each page of the bid document , which will be super-scribed	Please specify the mode for submission of hard copy	Refer to Clause no. 2.16.1. q at page no. 39 of RFP	

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139	Page 55 Clause 2.26.2	The BSWML expect all the Key Personnel to be available during implementation of the Agreement. The BSWML will not consider substitution of Key Personnel except for reasons of any incapacity or due to health.	How can a contractor be penalized for voluntary or unilateral withdrawal of any key personnel from a project by virtue of better opportunities available etc. Further, a very heavy weightage has been given under the QCBS to experience of key personnel. More weightage should be given to bidders experience of similar works. A bidder cannot control the movement of any employee or take firm commitment from him even before the project is awarded.	The document condition prevails.	
140	Clause 3.1.5 Financial Standing	5 financial years preceding the proposal due date	Please specify the financial years for which information has to be provided, as the accounts for 2023-24 are being audited. Would audited information upto 2022-23 be acceptable.	Un-audited reports for the current financial year certified by Chartered Accountant is acceptable.	



141	Clause 3.1.6 (i)	Transportation of Municipalities waste or C&D waste or quarry dust or agricultural waste or any kind of Waste for Government projects. The certificate for the quantification should be issued by not lower than the rank of Executive Engineer rank, having estimated quantity of 10,80,000 Tons in any one year during last 5 years	Eligibility criteria should be based on the bidders past experience as per CVC guidelines. Like one project of 80% of the proposed capacity, or two projects of 60% proposed capacity or three projects of 40% of proposed capacity. Under the present clause, If we have experience of transportation of 432000 MT of waste in one work, would we be still eligible to participate. Kindly clarify in details the marking criteria under this clause.	The document condition prevails.	
142	Appendix I Form 15 and 16	Deployment of person el and Survey & filed investigations	Please clarify the requirement for this information.	This information is only pertaining execution stage and not for bidding purpose.	
143	DCA Article 2 Penalties	Rate of penalty will be increased by 10% every year rounding off to the nearest rupee.	In no concession agreement penalties are enhanced yearly. You are providing escalation at only 5%. This is unjustified and should be withdrawn.	The document condition prevails.	
144	DCA Article 2 The Concession	Subject to and in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits, BSWML, awards to the Concessionaire the	This is in contradiction of what is mentioned at	Refer Addendum.	

		concession set forth herein including exclusive right, license and BSWML to establish the processing facilities and transport mechanism (the "Concession"), during the period of [24 (twenty four) months]for C&D Waste at the Collection, Transportation and Processing facilities as well as Construction of Project Facilities, and Operation and Maintenance Period of [15 (fifteen) years] commencing from Commercial Operation Date (the "COD") of the Processing facilities, and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth in this Agreement.	various places in the scope of work. Kindly clarify.		
145	DCA Article 5 Clause 5.7.3	Any Consortium member other than the Lead Member shall be allowed to exit the Consortium anytime during the Concession Period post COD	The Lead member should be the entity having requisite technical experience, otherwise any inexperienced entity may form a JV with someone having experience in C & D, who would leave the JV after COD and leave the project to an inexperienced player.	Refer the clause 5.7 vide article 5 of DCA for further clarification.	
146	DCA Article 18	Payments	Kindly clarify the Bid Project Cost during the construction phase and O & M phase in unambiguous terms and	Refer Addendum.	

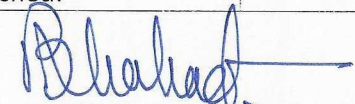


			also the payment mechanism that shall be followed by the Authority.		
147	General		It appears that department has estimated the waste generation on a higher side without considering in-situ or neighbourhood consumption of waste. To secure the lenders, normally government departments assure 85% of the estimated quantity. You are requested to kindly consider the same	The total estimated quantity of C&D is 6700 TPD (approximately). There are two existing plants of at Kannur (750 TPD) & Chikkajala (1000 TPD). Under this package collection and transportation of 1750 TPD C&D waste to these existing plants need to be ensured from the tentative jurisdiction, indicated in PIM vide clause 2.2 of chapter 2. The bidders are requested to establish the actual quantity required to be transported within the jurisdiction towards existing processing plants of Kannur (750TPD) & Chikkajala (1000 TPD). However, the payment for the same shall be done as per RFP clause 34 of Scope of Work vide Chapter 2: Instruction to Applicants.	

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148	General		Would you consider bidders (or their parent/ subsidiary/ group/ associate) who have terminated or blacklisted due to poor performance or abandonment or fraud / malpractices in the past?	The documents / information submitted by bidder shall be verified by authority. Please refer RFP document for PITA vide Form-2 and Information on Litigation vide Form -18. The RFP condition prevails. Further, agency individual JV Partner shall jointly declare in the format attached with the addendum in an affidavit form attached.
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Chief Engineer &
Chief General Manager (Tech)
BSWML

CE & CGM
BSWML